

## INTERLOCAL AGREEMENT

**THIS AGREEMENT**, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 11 day of July, 2011, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and COWLITZ COUNTY, a municipal corporation hereinafter referred to as the "Municipality",

**WITNESSETH:**

**IT IS HEREBY COVENANTED AND AGREED** as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will contract all necessary labor, material, and equipment incidental to complete striping work in Cowlitz County, per the attached Estimate for Reimbursable Work.
2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance work involved.
3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified but, in fact has insufficient manpower/equipment to accomplish this work.
4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2011, any and all obligation to provide same shall terminate.
5. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

Approved this 21st day of June, 2011.  
BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON

George Raiter  
George Raiter, Chairman

Michael A. Karnofski  
Michael A. Karnofski, Commissioner

James R. Mishner  
James R. Mishner, Commissioner

ATTEST:

Theresa M. Morgan  
Clerk of the Board

APPROVED AS TO FORM:

Via Agenda Quick  
Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Ron Averill  
Ron Averill, Chairman

F. Lee Grose  
F. Lee Grose, Vice Chairman

Absent  
P.W. Schulte, Member

ATTEST:

Theresa M. Morgan  
Clerk of the Board

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

By: Jonathan L. Meyer  
Deputy Prosecuting Attorney

**REQUEST FOR ESTIMATE FOR REIMBURSABLE WORK  
BY THE LEWIS COUNTY PUBLIC WORKS DEPARTMENT**

The undersigned hereby request the Public Works Department to provide a preliminary estimate for cost of work stated herein.

Type of work requested: \_\_\_\_\_

Traffic Striping for Cowlitz County as outlined in attached "Striping 2011" document, which outlines the location and mileage of the requested work to be done.

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

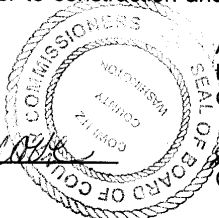
It is understood that such work shall be accomplished in such a manner as not to interrupt or interfere with the Lewis County Public Works Department's regular schedule; and insofar as the undersigned's interests may appear, will hold Lewis County, its employees or agents, harmless from such claims, losses, demands or actions, which may arise for any reason as a result of the performance of the agreement.

It is understood that the requesting agency has total responsibility for determining whether or not it has the legal authority to accomplish this work with its own forces but in fact has insufficient manpower/ equipment to accomplish this work and is willing to certify and warrant same.

It is understood that the requesting agency has total responsibility for having in its name all necessary easement rights or the like prior to construction and/or maintenance by the County where such work will occur off County property.

ATTEST:

  
Clerk of the Board



Approved this 21st day of June, 2011.  
\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON  
\_\_\_\_\_  
Chairman

**SUPERVISOR / SENIOR ENGINEER ESTIMATE**

I have this date met with a representative of (agency or county department) and upon inspection of the work to be requested for such agency or other county department, it is my recommendation in this regard:

I do herewith recommend the request for such work be:    Accepted ☐    Denied ☐

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Area Supervisor or Senior Engineer

1. If accepted and approved by the County Engineer, I submit my preliminary estimate cost of \$ \_\_\_\_\_ plus administrative costs of \$ \_\_\_\_\_ for a total cost of \$ \_\_\_\_\_ to complete the project requested.

2. If denied, I herewith state my reason for such denial:

**MAINTENANCE / ENGINEER APPROVAL OF ESTIMATE**

Type of Work: ☐ Maintenance    ☐ Construction

Cost Estimate of work as requested is reasonable and required resources are available:    ☐ Yes    ☐ No

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Maintenance and Traffic Engineer  
or Assistant County Engineer

**REIMBURSABLE WORK APPROVAL**

Approval subject to ratification by the Board of County Commissioners.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
County Engineer

**REQUEST FOR ESTIMATE FOR REIMBURSABLE WORK  
BY THE LEWIS COUNTY PUBLIC WORKS DEPARTMENT**

The undersigned hereby request the Public Works Department to provide a preliminary estimate for cost of work stated herein.

Type of work requested: \_\_\_\_\_

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It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

It is understood that such work shall be accomplished in such a manner as not to interrupt or interfere with the Lewis County Public Works Department's regular schedule; and insofar as the undersigned's interests may appear, will hold Lewis County, its employees or agents, harmless from such claims, losses, demands or actions, which may arise for any reason as a result of the performance of the agreement.

It is understood that the requesting agency has total responsibility for determining whether or not it has the legal authority to accomplish this work with its own forces but in fact has insufficient manpower/ equipment to accomplish this work and is willing to certify and warrant same.

It is understood that the requesting agency has total responsibility for having in its name all necessary easement rights or the like prior to construction and/or maintenance by the County where such work will occur off County property.

Date: 6/1/11

Agency: Cowlitz County Public Works

Signature: Shawn Lahey

Title: Assistant Road Operations Manager

**SUPERVISOR / SENIOR ENGINEER ESTIMATE**

I have this date met with a representative of (agency or county department) and upon inspection of the work to be requested for such agency or other county department, it is my recommendation in this regard:

I do herewith recommend the request for such work be: Accepted ☒ Denied ☐

Date: 6-15-11

By: Mike Ban  
Area Supervisor or Senior Engineer

1. If accepted and approved by the County Engineer, I submit my preliminary estimate cost of \$53,278 plus administrative costs of \$2,663.90 for a total cost of \$55,941.90 to complete the project requested.

2. If denied, I herewith state my reason for such denial:  
\_\_\_\_\_  
\_\_\_\_\_

**MAINTENANCE / ENGINEER APPROVAL OF ESTIMATE**

Type of Work: ☒ Maintenance ☐ Construction

Cost Estimate of work as requested is reasonable and required resources are available: ☒ Yes ☐ No

Date: 6/10/11

By: EDR Met  
Maintenance and Traffic Engineer  
or Assistant County Engineer

**REIMBURSABLE WORK APPROVAL**

Approval subject to ratification by the Board of County Commissioners.

Date: 6/15/11

By: Jim Glee  
County Engineer